

**Department of Health and Human Services
Division of State Operated Healthcare Facilities
Broughton Hospital**

Invitation for Bid #: 37-26113

ON-SITE OPTOMETRY SERVICES

Date of Issue: January 28, 2026

Bid Opening Date: February 11, 2026

At 2:00 PM

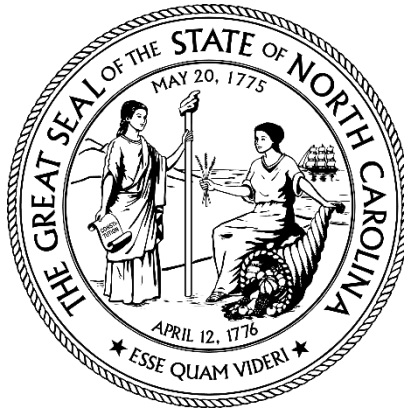
Direct all inquiries concerning this IFB to:

Sandra Warstler

Procurement Officer

Email: Sandra.Warstler@dhhs.nc.gov

Phone: 828-608-4281



STATE OF NORTH CAROLINA

Invitation for Bid

37-26113

For internal State agency processing, including tabulation of bids, provide your company’s eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA Division of State Operated Healthcare Facilities - Broughton Hospital	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See sections 2.5 and 2.6 for details: Sandra Warstler Sandra.Warstler@dhhs.nc.gov 828-608-4281	Invitation for Bid No.: 37-26113
	Bids will be virtually opened: February 11, 2026 2:00pm ET
Using Agency: Broughton Hospital Requisition No.: TBD	Commodity No. and Description: 851217- Healthcare provider specialist services

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 37-26113

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Broughton Hospital)</p>
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1.0 PURPOSE AND BACKGROUND

The Division of State Operated Healthcare Facilities (DSOHF) oversees and manages twelve (12) state operated healthcare facilities that treat adults and children with mental illness, developmental disabilities, substance abuse disorders, and neuro-medical needs. In collaboration with our partners and with a commitment to rights, equity, and inclusion, we provide a system of high-quality care to individuals whose complex behavioral and medical needs exceed the level of care available in the community.

The intent of this Invitation for Bid is to obtain pricing and award an Agency Specific Term Contract for purpose of providing On-site Optometry Services for Broughton Hospital in Morganton, NC.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/Vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	January 28, 2026
Submit Written Questions	Vendor	February 2, 2026 5:00pm ET
Provide Response to Questions	State	February 4, 2026 5:00pm ET
Submit Bids	Vendor	February 11, 2026 2:00pm ET Microsoft Teams meeting Join: https://teams.microsoft.com/meet/25775258234355?p=syB8PdQxsuqweJwSup Meeting ID: 257 752 582 343 55 Passcode: yd9wm7kg <hr/> <u>Need help? System reference</u> Dial in by phone +1 984-204-1487,,522259452# United States, Raleigh <u>Find a local number</u> Phone conference ID: 522 259 452# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 112 464 232 0
Contract Award	State	TBD

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “IFB # 37-26113 – Questions” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to

perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.

- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor's Response to Section 5.2 APPLICABLE LICENSES, CERTIFICATION, REGISTRATION and Section 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: STATE CERTIFICATIONS
- l) Completed and signed version of ATTACHMENT I: STATE OF NORTH CAROLINA SUBSTITUTE W-9
- m) ATTACHMENT J: NC CONTRACT TERMS AND CONDITIONS – MEDICAL SERVICES
- n) ATTACHMENT K: DSOHF VACCINATION POLICY AND ATTESTATION STATEMENT
- o) ATTACHMENT L: FRAUD, WASTE AND FINANCIAL ABUSE COMPLIANCE

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BROUGHTON HOSPITAL (BH):** One of three regional psychiatric hospitals with statutory responsibility for operating as a part of the Division of State Operated Healthcare Facilities within the North Carolina Department of Health and Human Services to provide help and support to North Carolinians and their families experiencing mental illness. The hospital serves the western thirty-seven counties of North Carolina, approximately 35% of the total population, as part of the state's system of care and treatment for persons with mental illness
- c) **DHHS:** The Department of Health and Human Services.
- d) **DSOHF:** The Division of State Operated Healthcare Facilities.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required

to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete

ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

All invoices should be sent to the following address: dhhs.ooc.ap.morganton@dhhs.nc.gov

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional

manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

4.10 VACCINATION AND INFECTION CONTROL MEASURES

All Division of State Operated Healthcare Facilities (DSOHF) staff and contractors must comply with immunization requirements as a condition of performing work in any DSOHF facility. DSOHF Vaccination policy (No. 182; September 20, 2022) applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility. In addition, DHHS employees, whose assigned primary worksite is within or on the grounds of a DSOHF facility shall follow this policy. Moreover, the vaccination policy applies to all contract and temporary workers who: 1.) have direct contact with patients/residents in a DSOHF facility, or 2.) work primarily within or on the grounds of a DSOHF facility, or 3.) have an employee-employer relationship working for or within a DSOHF facility.

This policy does not apply to outside health providers rendering services to Division patients/residents on their own behalf and at their own location, except to the extent required by applicable state or federal laws or regulations.

DSOHF FACILITY listed in this Contract will exercise its discretion in refusing the assignment and denying entry to any contractor or affiliate thereof who has not provided proof of vaccination against COVID-19. However, the DSOHF facility will permit a valid medical or religious exemption from vaccination, pursuant to the DSOHF Vaccination policy (No. 182; September 20, 2022).

DSOHF staff and contractors must adhere to the policies and procedures of DSOHF FACILITY listed in this Contract including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF FACILITY listed in this Contract may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE, reassignment, furlough, or physical isolation from patients/residents of any covered individual who: 1.) has regular contact with patients/residents; or 2.) who provides services to patients/residents; or 3.) who work in any facility area.

5.0 SPECIFICATIONS AND SCOPE OF WORK

Intermediate Care Facility for Individuals with Intellectual Disability (ICF/IID) Regulation W323 requires that evaluation of vision is provided at least annually, and any vision problems suspected are reported and a follow up assessment done. This is especially critical as many of the individuals who reside with the DSOHF facilities have multiple sensory impairments that impact their ability to participate in activities of daily living, reach vocational goals, and obtain the best quality of life possible. In addition, ICF/IID Regulation W322 stipulates that there must be “follow-up to recommendations for referrals to specialists when appropriate for specific examinations or evaluations and treatments, and those medical services must be provided to the individual if not provided in-house. There must be a written agreement that specifies the responsibilities of the facility and outside provider.”

The Joint Commission on Accreditation of Healthcare Organizations (JCAHO) is a not-for-profit organization that accredits and certifies health care organizations and programs in the United States. They set standards for healthcare organizations and issue accreditation to organizations that meet those standards. JCAHO and Centers for Medicare and Medicaid Services (CMS) require that hospitals provide physical medical care as well as psychiatric care for its residents in order to remain in compliance. Failure to do so will cause the hospitals to lose accreditation.

This contract provides on-site optometry services for individuals residing at Broughton Hospital, located at 1000 S. Sterling Street, Morganton, NC, through **full day, scheduled on-site clinics, not to exceed twice monthly**. Optometry services are beyond the scope of practice for the DSOHF primary physicians, and therefore these services must be contracted through a formal contractual agreement with Optometry professionals who can provide regular, recurring services in a timely manner.

5.1 TASKS/DELIVERABLES

PURPOSE

The purpose of the contract shall be for the provision of providing on-site optometry services by a licensed optometrist who has experience in treating persons with intellectual and or developmental disabilities, mental illness, substance use disorders and neuro-medical needs. This contract will allow for examinations, diagnostic evaluations, and treatment in the field of Optometry.

In order to safeguard the health of residents and staff, all contractors shall be required to receive an influenza vaccination by November 1st of the current contract year. Proof of annual vaccination shall be submitted to the Infection Control Nurse Manager at the Nursing Department of each facility.

PERFORMANCE REQUIREMENTS

Contractor will provide on-site optometry services to individuals residing at Broughton Hospital, need these services.

Services included in this contract will consist of:

- Contractor shall provide optometry services for inpatients on-site at Broughton Hospital monthly (up to bi-monthly).
 - perform eye exams and vision tests
 - prescribe and fit eyeglasses (Rx and OTC)
 - monitor eye health related to chronic medical conditions
 - manage and treat chronic eye conditions
- Clinics shall be a **full day (up to 8-hours), not to exceed twice per month**.

PERFORMANCE STANDARDS

Input Measures:

Reimburse the Contractor at rate indicated on Attachment A Pricing Form for services rendered as described and in accordance with the approved budget.

Output Measures:

Contractor shall provide high quality optometry services to approximately 300+ patients of the BH.

PERFORMANCE MONITORING

Contract effectiveness is evaluated through regular team meetings and as needed with regular consultation with the facility Representatives, and/or Interdisciplinary Team Members, information provided on optometry evaluation data, consult reports and timesheets. The contract will be reviewed annually by the Facility Medical Team.

- Outcome Measures
 - 100% of identified/referred residents will receive optometry services during the clinics held per month.

- Service Quality Measures
 - 95% or above satisfactory rating will be received by feedback and comments from the referring medical provider.

Project success will be measured by tracking the accessibility of facility individuals to required optometry services, and the satisfaction of referring medical providers in the services received (since the residents receiving the services are unable to be surveyed). A 95% satisfactory or above rating will be received by feedback and comments from the referring medical provider.

Performance Monitoring/Quality Assurance Plan

100% of optometry referrals will be evaluated and treated by the contracted Optometrist within the fiscal year.

Reimbursements

The Contractor shall be reimbursed by the facilities within thirty (30)-days upon receipt of each properly submitted invoice as approved by the Contract Administrator or designee for the facility. Any funds which may be paid to the Contractor in excess of actual expenditures shall be refunded to the facility as soon as possible, but under no circumstances longer than 45 days after notification of overpayment.

ABUSE, NEGLECT, EXPLOITATION AND OTHER RIGHTS INFRINGEMENTS

Contractor agrees to report any suspected resident abuse, neglect, exploitation, or any other rights infringements and agrees to fully cooperate in any abuse investigations conducted by DSOHF Management/staff members or any other county, state or local officials.

ANNUAL INFLUENZA VACCINATION REQUIREMENTS

Contractor agrees to abide by facility policy ADMIN N 11-03 Required Influenza Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities, attached herein. Contractor agrees to return a signed Employee/Contractor Acknowledgement of Receipt form to the Contract Administrator at Murdoch Developmental Center (MDC), prior to the contracted employee beginning work at the facility. Contractor must also provide verification of influenza vaccination or provide proof of an approved exemption. Failure to provide the required vaccination verification or approved exemption form may result in contract termination. Facility policy ADMIN 11-03 applies to all employees of the Contractor providing services to the DSOHF.

RESIDENT RIGHTS TRAINING

Contractor agrees to abide by the facility policies which address resident rights. Attached herein are policies ADMIN 09-25 Protecting Residents from Rights Infringements (Formerly Abuse, Neglect, & Exploitation), ADMIN 11-05 Reporting Reasonable Suspicion of a Crime in a Long-Term Care Facility, ADMIN 17-01 Residents Rights and a PowerPoint presentation summarizing Resident Rights. Contractor agrees to return signed acknowledgement forms to the Contract Administrator at MDC, acknowledging receipt of a copy of policies ADMIN 09-25, ADMIN 11-05, and ADMIN 17-01. Forms must be returned prior to the contracted employee beginning work at the facility. Facility policies ADMIN 09-25, ADMIN 11-05, and ADMIN 17-01 apply to all employees of the Contractor providing services to the Murdoch Developmental Center.

HIPAA TRAINING

Contractor agrees for all contracted employees to complete HIPAA training designated by the facility. Training shall include review of a HIPAA PowerPoint presentation and review of the HIPAA Sanction Policy. Contractor agrees to return signed acknowledgement forms and a signed "Confidentiality and Non- Disclosure Agreement" to the Contract Administrator at DSOHF prior to the contracted employee beginning work at the facility. HIPAA policies will apply to all employees of the Contractor providing services to the DSOHF.

TOBACCO-FREE ENVIRONMENT

Contractor agrees to abide by Policy ADMIN 09-01, Tobacco-Free Environment, and return a signed Attestation Statement for all employees providing services to DSOHF.

DATA SECURITY

The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

DUTY TO REPORT

The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

COST BORNE BY CONTRACTOR

If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

DEBARMENT

By signing this contract, each party represents and warrants the following: (1) it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarment" or "Debarred," as applicable); (2) no basis for Debarment exists; and (3) it agrees to immediately notify the Chief Compliance Officer of the other party in the event that it (a) receives notice of action or threat of action with respect to its Debarment during the term of this contract or (b) becomes Debarred. Upon receipt of such notice, this contract shall automatically terminate without further action or notice.

PROTECTION OF CONFIDENTIAL INFORMATION

Any confidential information provided to the Vendor by the DSOHF or developed by the Vendor based on information provided by the DSOHF in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Vendor without the prior written approval of the appropriate persons listed in the contract. Upon termination of this agreement, Vendor shall deliver all confidential information in its possession to the DSOHF. The Vendor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without DSOHF's written permission. The Vendor must not disclose confidential information of the Division or of the State of North Carolina to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such confidential information in the manner required of the contractor under this agreement. The Vendor shall comply with applicable federal, state, and department regulations, policies standards and procedures.

Vendor will:

Maintain security procedures in accordance with HIPAA Security Rules and State Security Standard.

Security (Standards)

- a) Monitor security measures, as outlined in Federal rules and State Security Standards and report reaches: In the event of a breach;
 - The contractor will contact the DMH/DSOHF Privacy and Security Office, Kristi Hampton at 919-855-3109, within 24 hours (or 1 hour if SSN data) of learning of the event;
 - Take prompt corrective action to mitigate any risks or damages; and
 - Take any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b) Monitor security measures, as outlined in Federal rules and State Security Standards, and make security modifications when needed.
- c) Maintain Confidentiality of Alcohol and Drug Abuse Patient Records per 42 CFR Part 2.

- d) Document and Submit Annual Application Testing to DMH/DSOHF.

ACCOUNTABILITY FOR BREACHES

Upon the suspicion or the discovery of a breach of security of confidential information, the contractor shall notify the appropriate persons listed in the contract. The contractor shall comply with applicable federal, state and department incident response procedures. Vendor is responsible for all costs associated with breaches.

COMPLIANCE WITH APPLICABLE LAWS

The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended (HIPAA), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Pub. L. 104-191, 110 Stat. 1936 (HIPAA)

H.R. 3103 (Health Care Access, Portability, and Renewability)

H. Rept. 104-156 (Immigration in the Natural Interest Act of 1995)

H. Rept. 104-736 (HIPAA)

S. 1028; S. 1698 (Identity Theft)

S. Rept. 104-156 (Single Audit Act Amendments of 1996)

HHS Security Standards, 45 C.F.R. 160, 162 and 164

HHS Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. 160, 162 and 164

OTHER DESIGNATED TRAINING

Vendor agrees to complete any other required training and orientation as deemed appropriate by the facility.

5.2 APPLICABLE LICENSES, CERTIFICATION, REGISTRATIONS

Item #	Requirements	Included with Response
1	Copy of current License/Certification/Registration is included in this response.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Copy of current Professional Liability Insurance.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Copy of current Malpractice Insurance Policy.	<input type="checkbox"/> YES <input type="checkbox"/> NO

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.3 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to **six (6) months** to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute

cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the contract administrator.

6.7 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

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ATTACHMENT A: PRICING FORM

Below is an estimated quantity of hours needed for onsite Optometry Services for Broughton Hospital for 3 years. There is no minimum or maximum guaranteed.

Item #	DESCRIPTION	ESTIMATED HOURS FOR 3 YEARS	UNIT PRICE (Per Hour)	TOTAL COST FOR 3 YEARS
1	On-Site Optometry Services (Per Section 5.0 and 5.1 Scope of Work).	_____ 576 _____	\$ _____	\$ _____